POWERS — EXTINGUISHMENT OF POWER APPENDANT BY CONVEYANCE IN FEE BEFORE APPOINTMENT. — The testator devised property to trustees for the use of his mother for life, and at her death to be paid over to such charitable institution as his widow should elect; but in default of such election the income to be paid to his widow for life, and at her death the property to be divided between two specified associations. The mother, the widow, the testamentary trustees, and the trustees of the specified associations joined in a conveyance to the appellee. *Held*, that the power appendant is extinguished by the conveyance. *Columbia Trust Co.* v. *Christopher*, 117 S. W. 943 (Ky.).

For a discussion of the principles involved, see 22 HARV. L. REV. 444.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — EXCLUSIVE TELEPHONE CONTRACT. — Suit was brought on a contract whereby the defendant telephone company agreed to give exclusive connection to the plaintiff telephone company. *Held*, that such a contract will not be enforced by the courts. *United States Telephone Co.* v. *Central Union Telephone Co. et al.*, 171 Fed. 130 (C. C. N. D. Ohio). See NOTES, p. 54.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — TERMINATION OF TELEPHONE CONNECTION. — The plaintiff and defendant telephone systems were physically connected under a verbal agreement that each should render service to the patrons of the other. No provision for termination was made. *Held*, that the agreement fixed a status terminable only by the retirement of one or the other of the parties from the telephone business. *State ex rel. Goodwin* v. *Cadwallader*, 87 N. E. 644 (Sup. Ct., Ind.). See NOTES, p. 54.

RESTRAINT OF TRADE — COMBINATION BY AGREEMENTS AS TO PRODUCT OR PRICES — INJUNCTION AGAINST UNLAWFUL COMBINATION. — Certain insurance companies entered into an agreement, by which the management was to be in a central body, which should establish uniform rates. The Attorney General, on behalf of the public, sought to enjoin them from acting under the agreement. *Held*, that he is entitled to the injunction. *McCarter* v. *Firemen's Ins. Co.*, 73 Atl. 80 (N. J., Ct. Err. & App.).

Contracts tending to suppress competition are unlawful only in the sense that they are unenforceable. *Richardson* v. *Buhl*, 77 Mich. 632. The law gives no affirmative relief against them. *McGregor* v. *Mogul Steamship Co.*, [1892] A. C. 25. A different rule applies to combinations of public service companies, whose *ultra vires* acts likely to injure the public can be enjoined by the state. *Attorney General* v. *Great Northern Ry.*, 1 Dr. & Sm. 154. So too a statute fixing prices charged by a corporation engaged in a business affected with a public interest has been held to be constitutional. *Munn* v. *Illinois*, 94 U. S. 113. It might be argued that insurance is such a business, but there is no authority for so treating insurance as a public service. In spite of the court's ingenious and plausible opinion, the principal case marks an extension of equity jurisdiction as yet unsupported by authority. See *Queen Ins. Co.* v. *State*, 86 Tex. 250. The result, although desirable, might more properly be reached by statute than by judicial decision. See 19 HARV. L. REV. 301.

RULE IN SHELLEY'S CASE — APPLICATION TO PERSONALTY. — The residue of an estate consisting of realty and personalty was left upon trust to pay the income "in equal shares to A and B during their lives, and upon the death of either her share to go to her heirs" until one half of the principal had been made over to them. *Held*, that though by the Rule in Shelley's Case A and B take an equitable estate in fee in the realty, that rule is inapplicable to the personalty. *Lord* v. *Comstock*, 88 N. E. 1012 (Ill.). See NOTES, p. 51.

SALES — TIME OF PASSING OF TITLE — CASH SALES: WAIVER OF THE CONDITION BY DELIVERY. — The plaintiff, who lived some distance from town, sold